

**CITY OF MIDDLETOWN--PURCHASING OFFICE
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CONTRACT DOCUMENTS

BID #2013-024

**SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
PUBLIC WORKS DEPARTMENT
Middletown, Connecticut**

BID OPENING ON: Monday, November 25, 2013 at 11:00 am

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

**Donna L. Imme, CPPB
Supervisor of Purchases**

**Carl R. Erlacher
Director of Finance and Revenue Services**

The contract documents for the contract entitled:

**BID #2013-024 SERVICE CONTRACT FOR PROCESSING & RECYCLING VARIOUS SINGLE STREAM RECYCLABLES -
PUBLIC WORKS DEPARTMENT**

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Hereinafter referred to as the Contract Documents

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Municipal Building, Middletown, Connecticut, will be received until **Monday, November 25, 2013 at 11:00 am** for the following:

**BID#2013-024
SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
PUBLIC WORKS DEPARTMENT**

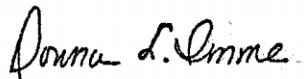
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and in an envelope using the bid return label provided as designated in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 11/5/2013
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Department of Finance at the time and place set forth therein with the award to be made as soon as practicable. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, They shall immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals and further reserves the right to cancel this bid request at any time prior to the date established for the receipt of bids. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the bid opening, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. All bid pricing shall be held firm for the minimum of sixty (60) calendar days from the date of opening of bids, unless specified otherwise. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of

contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages. Damages for such breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award **one (1) contract in the aggregate**, to the lowest responsible bidder, submitting the lowest total cost to process and recycle the materials delivered to its facility, providing sufficient funds are available to award the contract. However, the City of Middletown reserves the right to award in whichever way is in the best interest of the City of Middletown. Bidders are advised that the City of Middletown shall reserve the right to accept and or reject the alternate bid item at the time the contract is awarded.

8. Bid Unit Pricing - The unit price per ton shall include all equipment, labor, materials and incidentals required to process the materials upon delivery to the facility. Unit price per ton shall be fixed for the duration of the contract..

9. Term of Contract and Work Order Time frame - The term of this contract shall be for a period of twenty-four (24) months commencing on **January 1, 2014 and terminating on December 31, 2015**, with a (1) year renewal option.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing all of the equipment, labor and materials necessary to comply with the City's requirements.

11. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in **writing** to the Purchasing Supervisor, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via fax @ (860) 638-1995 or email at purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted **in writing by Monday, November 18, 2013 by 3:00 PM**. If the question involves the equality or use of products or methods,

it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Purchasing Supervisor will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

The Supervisor of Purchases will arrange an Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Agent will post a copy of the Addenda to the City of Middletown website, www.middletownct.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with such addenda. No alleged "Verbal Interpretation" shall be held valid. All addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

12. Contract Cancellation - The City of Middletown shall reserve the right to cancel this contract at any time should the firm's service rating to the City over the first contract year prove to be unsatisfactory. If the City exercises its right of termination the bidder shall be so advised as specified in Item #16 of the Information To Bidders.

13. Time for Performance - The bidder shall be required to provide for the processing of recyclable materials delivered to its location **five days per week, seven hours per day, Monday through Friday.**

14. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the execution of the contract documents.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Termination of Agreement - The City reserves the right to terminate this agreement or any part of this agreement. If the City exercises this right, it shall terminate this agreement or any part of this agreement by giving thirty (30) days advance written notice to the bidder of such termination in the month prior to the month in which the termination is to take effect. In the event of such termination the bidder shall be compensated at the bid prices for only those materials delivered to its facility during the period prior to the date of termination.

17. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

18. Last Payment to Terminate Liability to the Owner - Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the supplier for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done as to meet all stipulations as set forth in the contract documents. Any contractual agreement made herein between the contractor and the City shall not restrict the City from utilizing other sources of materials and services; this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis by the contractor to abandon his responsibilities as set forth within this contract or to be used as a claim for damages set forth within the contract documents.

20. Quantities - The quantities specified herein are approximate only and are included to provide the bidder with an estimate of the City's requirements pursuant to this contract; and to provide a uniform basis for the comparison of bids. Bidders are advised that these quantities are **not guaranteed**. The City of Middletown shall reserve the right to increase or decrease the quantities required or to delete items at the time the contract is awarded or at any time during the contract period, without prejudice toward the bid price(s) if to do so is in the City's best interest.

21. References - All firms submitting a bid must submit a minimum of two (2) client references on the Bidder's Reference form included in the bid package.

22. Definition of Terms -

A. "City" shall mean the "Mayor" or his/her designated agents.

B. The "Contractor" shall mean the successful bidder and shall include his agents and employees.

23. Extension Option - The City of Middletown reserves the right to renew the contract for up to one (1) additional year providing the bid pricing will be extended to the City for the additionally year and if to do so is mutually agreeable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to this contract for the signature of the Mayor. No other act shall serve as authorization for renewal.

24. Service - In the event of any problem with the processing and recycling program, the successful bidder shall provide this service within 72 hours of such request, and submit a report in writing to the Recycling Coordinator that the service problem has been corrected with a summation of the service rendered.

25. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

26. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.

27. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

28. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT
CHAPTER 78**

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be

that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender

identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination

and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

CITY OF MIDDLETOWN
AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one that applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
business name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:

My Commission Expires: _____

BID #2013-024
SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
PUBLIC WORKS DEPARTMENT

GENERAL INFORMATION

The City of Middletown will accept proposals from interested companies to provide all labor, materials, equipment and incidentals required to recycle single stream recyclables collected from the City's curbside recycling program. The current program could include **16,000** residences serviced by private haulers and **2000** residents and businesses serviced by the City's Sanitation District. The intent of this contract is to insure both a market for the material and a source of materials for the selected bidder.

SCOPE OF SERVICE

The bidder shall provide all equipment, labor, and materials necessary for the acceptance, processing, marketing, and/or recycling of single stream recyclables **delivered to their facility** by the City or designated haulers as generated from the City's curbside recycling program.

POTENTIAL MATERIAL LISTING:

The City does not guarantee the quality of materials to be delivered to the bidders facility. Efforts to reduce potential contamination are ongoing as described herein. Bidders are advised that the single stream recyclables to be delivered to their facility for processing shall include but shall not be limited to the following:

- ***Glass Food and Beverage Containers*** - green, clear and amber bottles washed clean with lids and corks removed. Labels and neck rings remain;
- ***Metal food and Beverage Containers*** - steel, tin and aluminum cans: washed clean with labels; unflattened;
- ***Aluminum Foil and Pie Plates*** - washed clean, free of other materials
- ***Plastic Containers labeled #1 - #7***
- ***Gable Top Containers***- including juice boxes and paper milk cartons.
- ***Commingled Paper*** – including newspaper, corrugated cardboard, kraft paper bags, junk mail, telephone books, magazines, catalogs and paperboard. **Please specify if hard and soft cover books are acceptable.**
- ***Rigid Plastics*** – specify if rigid plastics are acceptable.

QUANTITY OF CONTAINERS AND COLLECTION METHOD

In FY 2012, the City offered a single stream drop off for haulers and residents. The City collected 1066 tons of material. Bidders are advised that this quantity is an estimate **only** and is **not guaranteed**. Bidders are further advised that the City of Middletown shall reserve the right to increase or decrease this quantity without prejudice towards the bid prices over the term of the contract as required to meet the program requirements.

The primary collection method for the collection of single stream recyclables will be curbside collection. Some of the material will be dropped off directly at the Middletown Recycling Center by City residents. Containers will also be delivered to the recycling center by private and municipal haulers where it is then transferred into forty (40) cubic yard roll offs.

DELIVERY OF MATERIAL

The single stream recyclables shall be delivered to the bidder's facility in 40 cubic yard roll off containers by City of Middletown personnel. The bidder shall be responsible for weighing the material upon delivery to their facility and providing an itemized weight slip to the City driver upon delivery.

Small amounts of material may also be delivered to the bidder's facility by private haulers for materials collected on their routes on behalf of the City. Bidders shall be required as a condition of this contract to extend bid pricing to designated private haulers provided that they are licensed by the City of Middletown and the material is from the City.

FACILITY

The bidder shall agree to accept single stream recyclables at their designated facility in forty (40) c.y. roll offs or from recycling trucks. The facility must accept materials seven (7) hours per day, five (5) days per week, Monday through Friday (excluding specified holidays). Each hauler shall be furnished an itemized weight slip upon delivery.

PERMITS AND OPERATION

The bidder's facility must have all necessary permits and licenses required by Federal, State and local agencies required for their operation. The facility must have a scale located on or adjacent to the premises.

TRAVEL

If the City's cost to deliver the single stream recyclables material to the selected processing center or market is more than **twenty miles (20)** distant from the Middletown Recycling Center the following formula shall be utilized to determine the total cost per ton to be charged to the City of Middletown .

- The unit price per 40 c.y. container (estimating 7 tons per container) will be **increased** as follows:
- The balance of miles driven in excess of forty miles (round trip) shall be multiplied by the cost \$1.50 per mile. ► (As an example, if the processing center or market is 90 miles distant from the Middletown Recycling Center then the proposed price would be increased by a total of 50 miles multiplied by \$1.50 per mile for a total increase of \$75.00 per container / trip.)

SUBMITTALS

The bidder shall provide the following information in the space provided on the proposal form duplicating this form and attaching additional sheets as necessary:

- days and hours of operation of bidder's facility
- the facility's location and approximate distance (in miles) from Middletown
- any other terms and conditions of the bidder
- include a detailed statement describing the operation of their facility
- other items if any accepted in their single stream mix

BID PRICING:

The bidder shall provide a fixed price per ton to process and recycle the single stream recyclables delivered to their facility. The price per ton shall be **fixed** for the duration of the contract.

PAYMENT TERMS AND INVOICING:

The bidder shall provide an itemized weight slip to the City driver and designated private haulers upon each delivery which shall include the **date of delivery and quantity of material delivered in tons**. The Bidder shall provide an itemized invoice to the City and designated private haulers on a monthly basis to include the date of delivery, quantity of material accepted in tons and the rate per ton charged or reimbursed. A copy of each weight slip must be attached to the invoice to verify the total tonnage delivered to the bidders facility during the billing period to qualify for payment.

Bidders are advised that the City's payment terms are net 30 days from the date the invoice is received by the Department of Finance as approved by the Department Director. Payments will be made for only those materials that have been verified for delivery by corresponding weight slip.

CONTAMINATION

Bidders are advised that the City has established the following methods to reduce contamination problems:

- City residents are notified through various methods of acceptable and non acceptable materials;
- Bins containing contaminated materials are left at the curb;
- Notices are deposited in bins not conforming to the established recycling rules and contain instructions for recycling;
- Containers are periodically inspected and if contamination is found, it is removed by City personnel;

Notice is hereby given that the City will not pay for or accept an increase in the per ton cost should minimum levels of contamination occur. If the bidder has terms regarding penalties for significant quantities of contamination those terms should be clearly stated on the proposal form including a list of materials considered as contaminants. Following the award of the contract the bidder must provide immediate Notice to the City of any contamination problems.

TERM OF CONTRACT

It is the intent of the City of Middletown to enter into a term contract with the successful bidder(s) for a contract term of twenty-four (24) months commencing on **January 1, 2014 and terminating on December 31, 2015** with a one (1) year renewal option.

COMPLIANCE WITH LAWS:

These specifications shall be incorporated in a contract between the City and the successful bidder. All work performed in accordance with this contract shall comply in every respect with all applicable laws of the Federal Government, State of Connecticut and the City of Middletown.

SUBCONTRACTING:

The bidder shall not transfer, sublet or assign the contract for refuse collection to any person, firm or corporation or in any way vary the terms of this contract without written permission from the City of Middletown.

In the event that the Bidder attempts to transfer, sublet or assign this contract to any person, firm or corporation, including any entity controlled by the bidder, this agreement shall terminate at the option of the City.

PROCESSING

The bidder shall be required to **certify** that the materials delivered to their facility are processed at a State of Connecticut licensed processing facility that maximizes the reclamation of recycled materials, minimizes residue, and maximizes the reuse/recycling of residue and contaminants such as mixed color glass or other plastics.

PERMITS

The bidder shall be required to maintain all current licenses or permits as required by Federal, State, or local agencies that may be required over the term of this contract unless such permits have been waived for just cause. Evidence of these permit approvals and the bidders compliance with all laws shall be furnished to the City upon request either prior to the award of this contract or at any time thereafter. The Bidder shall further provide the names of end users or markets for the materials prior to the award of this contract or at any time thereafter upon the request of the City.

BID #2013-024
SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
PUBLIC WORKS DEPARTMENT

BID PROPOSAL PAGE

Issue Date: 11/5/2013 Reply Date: **Monday, November 25, 2013 at 11:00 am**

To: Purchasing Agent
City of Middletown
Municipal Building
Middletown, CT 06457

We, the undersigned, have examined the proposed work to be undertaken and have read all attached or referenced documents; and we propose and agree that we will contract with the City of Middletown (herein called the Owner) to provide all necessary labor, machinery, tools, apparatus, and equipment and do all the work and furnish all materials called in the contract documents in the manner prescribed and according to the requirements of the owner, for a period to commence **on January 1, 2014 and terminating on December 31, 2015 for a contract term of twenty-four (24) months**, as therein set forth, and will accept and process the following materials at the per ton cost indicated:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

We acknowledge receipt of the following addendum, if applicable:

Addendum # 1 Date _____

Addendum # 2 Date _____

BID PROPOSAL
SCHEDULE OF PRICES

NOTE: BIDS SHALL INCLUDE ALL APPLICABLE FEES.

SCHEDULE OF PRICES- BASE BID			
#	QTY.	B. ITEM DESCRIPTION - UNIT PRICE PER TON (WORDS & FIGURES)	C. EXTENSION (IN FIGURES)
1	400 tons	PROCESSING & RECYCLING OF VARIOUS SINGLE STREAM RECYCLABLES UNIT COST PER TON (-) REIMBURSEMENT PER TON (+) <div style="text-align: right; margin-bottom: 5px;">_____ (\$ _____)</div> Written figures	(\$ _____)
2	58 trips	MILEAGE CHARGE TO BE ADDED FOR ONLY THOSE BIDDERS LOCATED MORE THAN FORTY (40) MILES ROUND TRIP DISTANCE FROM RECYCLING CENTER MILEAGE COST (EXCESS MILEAGE X \$1.50 PER MILE** <div style="text-align: right; margin-bottom: 5px;">_____ (state # of miles – RT)</div> SINGLE STREAM RECYCLABLES - UNIT COST PER TRIP <div style="text-align: right; margin-bottom: 5px;">_____ (\$ _____)</div> Written figures	(\$ _____)
GRAND TOTAL BID ITEMS 1-2 INCLUSIVE SHALL BE: <div style="text-align: right; margin-bottom: 5px;">_____ (\$ _____)</div> WRITTEN FIGURES			

FACILITY OPERATION

DAYS OF OPERATION: _____

HOURS OF OPERATION: _____

FACILITY INFORMATION

NAME OF FACILITY: _____

ADDRESS OF FACILITY: _____

DISTANCE FROM MIDDLETOWN RECYCLING CENTER: _____
(IN MILES)

CONTAMINATION ISSUES

Please specify if a penalty, if any, will be assessed for higher levels of contamination and if so what materials are considered to be contaminants:

Please attach additional sheets as necessary.

PROCESSING INFORMATION

Please specify the disposition of the items at your facility:

(Vendors may be asked to provide for specifics on end market locations during the duration of the contract. For example -- Is it separated and sold to various markets, re-manufactured etc.)

FACILITY DESCRIPTION

Please provide a detailed description of your facility operation

Is the facility planning on adding any other recyclable materials for processing?

Does your facility accept hard and soft cover books? _____

Does your facility accept rigid plastics? _____

(Please attach additional sheets as necessary.)

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

____ Individual / Sole Proprietor

____ Limited Liability Company / Partnership

____ Corporation

Contact Information

Contact Name: _____ Title: _____

Additional Contact: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18).

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

BID #2013-024
SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
PUBLIC WORKS DEPARTMENT

Bidder's Reference Sheet

Name of Bidder: _____

Address: _____

REFERENCE #1

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service Description:

REFERENCE #2

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service Description:

REFERENCE #3

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service Description:

CERTIFICATION OF COMPLIANCE WITH PROCESSING REQUIREMENTS

IT IS HEREBY CERTIFIED BY:

NAME OF BIDDER

BUSINESS ADDRESS

That the materials delivered to our facility will be processed by a licensed State of Connecticut facility and we hereby certify that this recycling facility maximizes the reclamation of recycled materials, minimizes residue, and maximizes the reuse/recycling of residue and contaminants such as mixed color glass or other plastics.

Signature

Title

Subscribed and sworn to before me this

_____ day of _____, 2013.

Title

My commission expires _____, 2013.

EXHIBIT A - INSURANCE REQUIREMENTS

Bid #2013-024
Processing and Recycling Various Single Stream Recyclables
Public Works Department

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard

unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

September 9, 2013
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

**Bid # 2013-024-SERVICE CONTRACT FOR PROCESSING & RECYCLING
VARIOUS SINGLE STREAM RECYCLABLES
Public Works Department**

Return Date: Monday, November 25, 2013 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

